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DK P BK 142 PG 687
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Space Above This Line For Recording Purposes Only

Prepared By & Return To:

* Barry W. Bridgforth, Jr. - MSB#9797
5293 Getwell Road
Southaven, Mississippi 38672
(662) 393-4450

Indexing Instructions: SE 1/4 of Section 10, Township 3, Range 7 West, DeSoto County,
Mississippi

SECOND AMENDMENT TO LAND LEASE AGREEMENT

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This SECOND AMENDMENT TO LAND LEASE AGREEMENT (the "Amendment") is made and entered into this 1st day of November 2010, by and between Bettye B. Whitten Funderburk, Individually, Andrea Whitten Williford, Individually; and Bettye B. Whitten Funderburk and Andrea Whitten Williford, Co-Executrixes of the Last Will and Testament of Betty B. Whitten Jenkins; hereinafter collectively called "Lessor" (whether one or more), and Towerbridge, LLC, a Tennessee limited liability company ("Lessee"), covering that certain premises located off Bright Road, County of DeSoto, State of Mississippi (the "Premises"), which tower site is more particularly described on Exhibit "A", attached hereto and made a part hereof by reference.

WITNESSETH:

WHEREAS, Lessor, and Lessee entered into that certain Option and Lease Agreement dated November 14 2007, (the "Lease"); and that certain Amendment to Land Lease Agreement dated August 14 2008 as recorded in Book 129 page 364 in the office of Chancery Court Clark DeSoto County Ms.

WHEREAS, Lessor and Lessee deem it appropriate to amend the Lease to extend the expiration date of the option granted to Lessee in the Lease from November 13, 2010 to November 12, 2012, an additional 24 months.

NOW THEREFORE, for TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree as follows:

1. The expiration of the option granted to Lessee in the Lease is hereby extended for 24 months to expire on November 13, 2010.
2. Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate under this Lease and any of Lessee's personal property, and may assign this Lease and any of Lessee's personal property to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees simultaneously to notify in writing Lessee and the Mortgagee of Lessee having first priority as to Lessee's leasehold interest and which has requested notice from Lessor of any default by Lessee and to give such Mortgagee the same right to cure any default as Lessee, except the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.
3. Lessor agrees that Lessee's property is not Lessor's property and agrees to recognize the rights of the lender, owner, secured creditor or lessor, if any ("Secured Party") of Lessee's property. Notwithstanding anything to the contrary contained herein, Lessor hereby agrees to subordinate any claim arising by way of any Lessor's lien (whether created by statute or by contract) or otherwise with respect to Lessee's property and agrees, if confirmation of said subordination and recognition of Secured Party's rights is requested by Lessee or Secured Party, to execute and deliver a subordination agreement and/or other document satisfactory to Secured Party with thirty (30) days from Lessee's or Secured Party's written request.
4. Except as amended hereby, all of the other terms, agreements and provisions of the Lease are hereby ratified and confirmed by Lessor and Lessee. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. A short-form memorandum of this Amendment may be recorded at Lessor or Lessee's option the Register's Office of De Soto County,

Mississippi. The Lease, as amended, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Except as amended

5. Hereby, all of the capitalized terms used herein shall have the same meaning as contained in the Lease.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

LESSEE:
Towerbridge, LLC
4091 Viscount Avenue
Memphis, TN 38118

By: _____
William Orgel
Its: Chief Manager

LESSOR:
Bettye B. Whitten Funderburk and
Andrea Whitten Williford
Co-Executrix of the Last Will and Testament of
Bettye B. Whitten Jenkins

Bettye B. Whitten Funderburk
Bettye B. Whitten Funderburk, Co-Executrix

Andrea Whitten Williford, Co-Executrix

Bettye B. Whitten Funderburk
Bettye B. Whitten Funderburk, Individually

Andrea Whitten Williford, Individually

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Bettye B. Whitten Funderburk, Co-Executrix


Andrea Whitten Williford, Co-Executrix

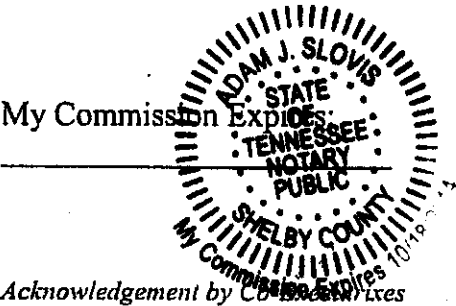
Bettye B. Whitten Funderburk, Individually



Andrea Whitten Williford, Individually

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Towerbridge, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 26 day of January, ²⁰¹¹~~2010~~.



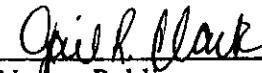


Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named Betty B. Whitten Funderburk and Andrea Whitten Williford, who acknowledged that they are the Co-Executrixes under the terms of the Last Will and Testament of Bettye B. Whitten Jenkins, and that in said representative capacity, they executed the above and foregoing instrument after having first been duly authorized to do so.

Given under my hand and official seal this the 14th day of January, ²⁰¹¹~~2010~~.



Notary Public

My Commission Expires:



Acknowledgement by Individuals

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority at law in and for the state and county aforementioned this the 14th day of January, 2010, the within named Bettye B. Whitten Funderburk, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Gail R. Clark
Notary Public

(Seal)

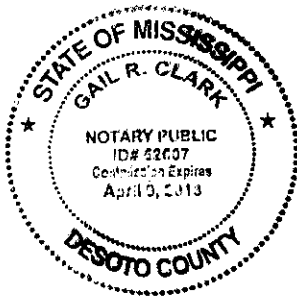


STATE OF Mississippi
COUNTY OF Desoto

PERSONALLY appeared before me the undersigned authority at law in and for the state and county aforementioned this the 14th day of January, 2010, the within named Andrea Whitten Williford, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Gail R. Clark
Notary Public

(Seal)



DESCRIPTION (PROPOSED 100' x 100' LEASE PARCEL):

Description of a Proposed 100' X 100' Lease Parcel across of part of the Bettye B. Whitten Jenkins property recorded in Book 23, Page 327 being located in the east 70 acres, Southeast Quarter of Section 10, Township 3, Range 7 West, Desoto County, Mississippi:

Commencing at a point at the southeast corner of the William Thomas Norton, III, ET AL property recorded in Book 175, Page 489, said point being located 2649.73 feet more or less south from the northeast corner of Section 10, Township 3, Range 7 West; thence north 87 degrees 37 minutes 01 seconds west with the south line of said property recorded in Book 175, Page 489, 430.00 feet to a point; thence south 02 degrees 22 minutes 59 seconds west across the Bettye B. Whitten Jenkins property recorded in Book 23, Page 327, 784.88 feet to a set 1/2" rebar with plastic cap and the Point of Beginning; thence continuing across said property recorded in Book 23, Page 327 the following calls: south 05 degrees 21 minutes 12 seconds east, 100.00 feet to a set 1/2" rebar with plastic cap; south 84 degrees 38 minutes 48 seconds west, 100.00 feet to a set 1/2" rebar with plastic cap; north 05 degrees 21 minutes 12 seconds west, 100.00 feet to a set 1/2" rebar with plastic cap; north 84 degrees 38 minutes 48 seconds east, 100.00 feet to the point of beginning and containing 10,000 square feet of land.

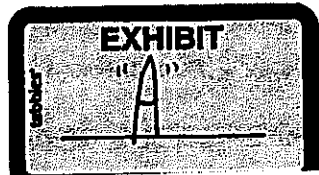
DESCRIPTION (PROPOSED 20' WIDE INGRESS/EGRESS EASEMENT):

Description of a Proposed 20' Wide Ingress/Egress Easement across of part of the Bettye B. Whitten Jenkins property recorded in Book 23, Page 327 being located in the Southeast Quarter of Section 10, Township 3, Range 7 West and in the Southwest Quarter of Section 11, Township 3, Range 7 West, Desoto County, Mississippi:

Beginning at a set 1/2" rebar with plastic cap at the northeast corner of a Proposed 100' X 100' Lease Parcel; thence across the Bettye B. Whitten Jenkins property recorded in Book 23, Page 327 the following calls: north 44 degrees 20 minutes 41 seconds east, 827.74 feet to a point of curvature; along a curve to the left having a radius of 15.00 feet, a delta angle of 61 degrees 08 minutes 51 seconds, a chord bearing of north 13 degrees 46 minutes 16 seconds east, a chord length of 15.26 feet and an arc length of 16.01 feet to a point of tangency; north 16 degrees 48 minutes 10 seconds west, 46.93 feet; north 11 degrees 25 minutes 58 seconds west, 72.66 feet to a point of curvature; along a curve to the right having a radius of 45.00 feet, a delta angle of 110 degrees 08 minutes 32 seconds, a chord bearing of north 43 degrees 38 minutes 18 seconds east, a chord length of 73.79 feet and an arc length of 86.51 feet to a point of tangency; south 81 degrees 17 minutes 26 seconds east, 85.66 feet to a point of curvature; along a curve to the left having a radius of 40.00 feet, a delta angle of 42 degrees 13 minutes 41 seconds, a chord bearing of north 77 degrees 35 minutes 43 seconds east, a chord length of 28.82 feet and an arc length of 29.48 feet to a point of tangency; north 56 degrees 28 minutes 53 seconds east, 14.41 feet to a point in the centerline of existing pavement of Malone Road; thence southeastwardly with the centerline of existing pavement of said Malone Road and along a curve to the left having a radius of 419.48 feet, a delta angle of 03 degrees 13 minutes 36 seconds, a chord bearing of south 65 degrees 39 minutes 48 seconds east, a chord length of 23.62 feet and an arc length of 23.62 feet to a point; thence westwardly across said property recorded in Book 23, Page 327 the following calls: south 56 degrees 28 minutes 53 seconds west, 26.98 feet to a point of curvature; along a curve to the right having a radius of 60.00 feet, a delta angle of 42 degrees 13 minutes 41 seconds, a chord bearing of south 77 degrees 35 minutes 43 seconds west, a chord length of 43.23 feet and an arc length of 44.22 feet to a point of tangency; north 81 degrees 17 minutes 26 seconds west, 85.66 feet to a point of curvature; along a curve to the left having a radius of 25.00 feet, a delta angle of 110 degrees 08 minutes 32 seconds, a chord bearing of south 43 degrees 38 minutes 18 seconds west, a chord length of 40.99 feet and an arc length of 48.06 feet to a point of tangency; south 11 degrees 25 minutes 58 seconds east, 71.72 feet; south 16 degrees 48 minutes 10 seconds east, 45.99 feet to a point of curvature; along a curve to the right having a radius of 35.00 feet, a delta angle of 61 degrees 08 minutes 51 seconds, a chord bearing of south 13 degrees 46 minutes 16 seconds west, a chord length of 35.61 feet and an arc length of 37.35 feet to a point of tangency; south 44 degrees 20 minutes 41 seconds west, 844.70 feet to a point in the east line of said Proposed 100' X 100' Lease Parcel; thence north 05 degrees 21 minutes 12 seconds west with the east line of said proposed 100' X 100' Lease Parcel, 26.22 feet to the point of beginning and containing 23,829 square feet of land.

DESCRIPTION (PROPOSED 20' WIDE UTILITY EASEMENT):

Description of a Proposed 20' Wide Utility Easement across of part of the Bettye B. Whitten Jenkins property



[Handwritten signature]

recorded in Book 23, Page 327 being located in the Southeast quarter of Section 10, and in the Southwest quarter of Section 11, Township 3, Range 7 West, Desoto County, Mississippi:

Beginning at a set 1/2" rebar with plastic cap at the southeast corner of a Proposed 100' X 100' Lease Parcel; thence across the Bettye B. Whitten Jenkins property recorded in Book 23, Page 327 the following calls: north 69 degrees 37 minutes 09 seconds west, 670.00 feet; south 20 degrees 22 minutes 51 seconds east, 20.00 feet; south 69 degrees 37 minutes 09 seconds west, 675.37 feet to a point in the east line of said Proposed 100' X 100' Lease Parcel; thence north 05 degrees 21 minutes 12 seconds west with the east line of said Proposed 100' X 100' Lease Parcel, 20.71 feet to a point the point of beginning and containing 13,454 square feet of land.

